

Ottumwa

Teamsters #238 (Police)

7/1/2003 6/30/2007

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OTTUMWA

AND

OTTUMWA POLICE UNION
TEAMSTER'S LOCAL #147

FOR THE PERIOD
OF
JULY 1, 2003 THROUGH JUNE 30, 2007

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This agreement made and entered into this 18th day of February, 2003 by and between the City of Ottumwa, Iowa a municipal corporation, referred to hereinafter as Employer, or City; and the Ottumwa Police Union, Teamster's Local #147, referred to hereinafter as Union or Local #147.

ARTICLE 1

PURPOSE OF AGREEMENT.

It is the purpose and intent of this agreement to set forth herein the agreement covering the rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

ARTICLE 2

LAWS APPLICABLE.

This agreement is made, executed and entered into pursuant to and under authority of the Constitution and the Common and Statutory Laws of the State of Iowa, and any part of this agreement which conflicts shall be null and void and of no force and effect.

ARTICLE 3

RECOGNITION.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining with respect to salaries, wages, hours of employment and other conditions of employment for all of its employees in the bargaining unit established and certified pursuant to the order of the Public Employment Relations Board of the State of Iowa, case number 1774 or amendments thereto. Excluded from the bargaining unit shall be the Chief of Police, Police Lieutenant, Police Supervisor, Chief's Secretary, DataCom Supervisor, part-time dispatchers, and those employees excluded as determined by the Iowa Public Employment Relations Board, after hearing related solely to the City of Ottumwa.

ARTICLE 4

DURATION OF AGREEMENT.

This agreement shall be in effect from and after 12:01 A.M. July 1, 2003, until 11:59 P.M. on June 30, 2007 and from year to year thereafter unless either party hereto gives the other party written notice of its desire to terminate or modify the same on or before September 1st of the preceding year.

ARTICLE 5

NEGOTIATIONS.

Section 1. Employer will meet with the union with respect to establishing wages, hours, and working conditions of employment as necessity requires and shall be concluded prior to time permitted for submission and certification of said budget to the County Auditor of Wapello County. Conferences and meetings as are required concerning such matters as the interpretation of this Agreement, working conditions and grievances shall be held pursuant to the terms of this Agreement, and if not so provided may be held at the call of either party of this Agreement at an agreed upon time and place.

Section 2. The following general procedures shall govern such negotiations and conferences:

(a) The Employer shall be represented by such members of its bargaining team as it deems necessary. In addition, each party may utilize a secretary and expert professional representatives as said party deems necessary. However, due to the fact that it is desirable by both parties that said meetings be efficient and orderly, private citizens representing either party shall be present only upon agreement of both parties. Nothing contained in this section shall be deemed to infer the desire or agreement by the parties to the violation of Chapter 28A of the Code of Iowa, as amended known as the Open Meeting Law and said Law shall be adhered to if and where mandated.

(b) Interpretations and agreements reached by such negotiations shall take the form of written agreement or amendment thereto. If the written agreement conflicts with other personnel rules and procedures, the agreement shall prevail.

(c) Any employee of the Union or his designated representative has the right to discuss with the Department Head or Employer the terms of his employment or working conditions but no individual agreement shall be made between the said Department Head and said employee which violates the terms of any personnel memoranda issued by the Department Head as a result of the negotiations with Union or that will violate the terms of this Agreement or any amendment thereto.

Section 3. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from the employee's pay if the negotiations are held during normal working hours of said designated representatives.

ARTICLE 6

DUES CHECK-OFF AND DEDUCTIONS.

The Employer agrees to deduct, twice each month, Union dues from the pay of those employees who individually request in writing that such deductions be made. In addition, if the employee so requests in writing, the initiation fee of the Union, if any, shall be deducted in two (2) monthly payments. The amount to be deducted should be certified to the Employer by the Treasurer of the

Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union. If one wishes to drop from the Union, written notice shall be given thirty (30) days prior to Employer and Union. The Union agrees to indemnify and hold the City harmless against any claims of any type arising out of the operation of this Article.

ARTICLE 7

LEGAL HOLIDAYS.

The following are declared to be legal holidays for members covered by this Agreement, which said legal holidays shall at all times be the same as those given to other employees for the City and said holidays are as follows:

(a) New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas day, and one day before or after Christmas to be designated by the Mayor.

(b) Holidays not used by the end of the last full pay period of the fiscal year shall be lost and shall not be carried over to the following year.

ARTICLE 8

SICK LEAVE.

Section 1. All regular or probationary employees earn sick leave at the rate of two (2) working day for each month of service with a maximum of twenty four (24) days annually. Sick leave may be granted only for absence from duty due to personal illness, legal quarantine, or death in the immediate family. Sick leave may be granted at the discretion of the Chief of Police or his designee for serious illness in the immediate family. For these purposes, immediate family is defined as including only the spouse, children, step-children, and/or a person living in the household and being dependent on the employee. Additional persons may be added to this section at the discretion of the Chief of Police because of death or sickness.

Section 2. If any employee takes more than three (3) consecutive days sick leave in any sixty (60) calendar day period, the Employer may require a medical certification before employee may return to work, said certification to be at the employee's expense. Failure to furnish medical certification may result in the Employer beginning disciplinary procedures.

Section 3. No sick leave benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer, (moonlighting), who pays sick leave.

Section 4. Any employee injured while on duty for the City shall continue to accrue full benefits while on injury leave or until placed on temporary disability by the Police Pension Board, subject to State law. All benefits accrued before being placed on temporary disability will be frozen until a final disposition is made.

Section 5. Any employee injured on the job must report it within twenty-four (24) hours of when it happens. The Employer requires the right to designate the physician if so desired, to verify the certification of the employee's physician and the extent of his/her injuries.

Section 6. On the pay day closest to December 1st of each year, each employee shall be paid for 25% of accrued sick leave in excess of 1920 hours up to a maximum of forty-eight (48) hours and the employee's sick leave accrual will be reduced to 1920 hours. The date used will be the pay period ending closest to November 1st of each year for determining payment.

Section 7. Four (4) days annually may be used as personal days to be taken with the authorization of the Department Head of the Employer to be deducted from employee's sick leave

Section 8. Employees reporting off sick must do so prior to the start of employee's work shift.

Section 9. It is understood and agreed between the parties hereto that once an employee has exhausted his/her sick leave with pay, an employee may use all other accumulated leave, employee shall be granted leave without pay from that time until employee is able to return to work or retires. The employee must file medical certification with the personnel department annually on or before the anniversary date of said leave. Seniority shall continue in full force and effect, city and departmental.

ARTICLE 9

LEAVE WITH PAY.

Section 1. The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

(a) For appearance in court, either as a member of the jury or when required to appear as a witness; however, if the employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive from the Court, except for mileage, will be turned over to the Police Department.

(b) For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose.

(c) For active duty in any branch of the armed forces of the United States or the State of Iowa, for the period of such active State or Federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A.28 of the Code of Iowa, as amended.

(d) Up to three (3) days leave for death in the immediate family. Immediate family is defined as including spouse, children, step-children, father, mother, father and mother-in-law, brother, sister, brother and sister-in-law, son and daughter-in-law, grandparents and grandchildren. Any extension may be granted by the Department Head.

All leave with pay except those related to sickness and injury must be applied for in advance.

Any employee on paid leave shall continue to accrue leave benefits only until such time as leave is exhausted.

ARTICLE 10

LEAVE WITHOUT PAY.

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons, which are considered to be in the best interest of the City. The City Council may extend such leave for good and sufficient reasons.

Section 2. Persons called to serve full time in the armed forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Section 29A.28 of the Code of Iowa, as amended, and will, upon discharge be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the armed forces.

Section 3. An employee designated by the Union to represent it at an International, State or District meeting, which requires this absence from duty, shall be granted the necessary time off without pay. Under no event shall the number of employees exceed four (4).

Section 4. No person shall be discriminated against because of military service (including National Guard) requirements; however, every person required to attend weekend drills shall notify the Employer in advance so employee's days off can be scheduled to fall on days of said drills or said employee shall make arrangements with the military unit to schedule drill on employee's days off.

Section 5. An employee on unpaid leave of absence shall receive no compensation, shall not accrue seniority, and shall not earn or collect vacation, sick leave, or other benefits.

ARTICLE 11

VACATION.

Section 1. Each regular employee will earn two (2) weeks vacation at the completion of one (1) year for first five (5) years of service.

Section 2. After the completion of five (5) years of service, employee shall be granted three (3) weeks vacation.

Section 3. After completion of twelve (12) years of service, employees shall be granted four (4) weeks vacation.

Section 4. After completion of twenty (20) years of service, employees shall be granted five (5) weeks vacation.

Section 5. Employees may accumulate accrued vacation leave not to exceed the amount earned in one and one-half (1 ½) years. Any unused vacation days exceeding the one and one-half (1 ½) times will be added to that of the employee's sick leave. Vacation accrual shall begin on the employee's date of hire.

Section 6. A member who leaves the employment of the City and after giving two (2) weeks notice of such termination of employment shall be compensated for all vacation leave accrued to date of separation.

The daily pay for accrued vacation shall be established at the termination date from the following formula: Annual pay divided by two hundred sixty (260) equals daily pay for eight (8) hour day. Annual pay divided by two hundred eight (208) equals daily pay for ten (10) hour day.

Section 7. Earning rate of vacation: 2 weeks – 3.08 hours per pay period; 3 weeks – 4.62 hours per pay period; 4 weeks – 6.15 hours per pay period; 5 weeks – 7.69 hours per pay period.

Section 8. All accrued vacation leave shall be paid to the family or estate of a deceased employee who has passed away while being in the employ of the Employer, but it is not required that said death have occurred on the job.

Section 9. Whenever an employee is called back from his vacation or holiday the employee will receive time and one-half (1 ½) plus vacation or paid time and one-half (1 ½) and given another vacation.

Section 10. Vacation shall be granted at the time requested by the employee. If the nature of work or the operation of the Employer makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation periods. Vacation shall be scheduled according to seniority. Choice of vacation by senior employees shall be

signed up for prior to April 1 of each year; senior employees will not be allowed to displace any employee with less seniority who already designated his choice.

Section 11. One (1) week notice must be given to the Department Head or his designee before taking any vacation, unless in an emergency situation.

Section 12. Vacation leave requested a minimum of 7 days in advance shall be approved or denied a minimum of 72 hours after submission of the requested leave, except in circumstances unforeseen by the employer.

ARTICLE 12

EQUIPMENT CONDITION.

No person employed by the City shall be forced to use equipment that is in an unsafe condition because of mechanical faults or that does not meet legal safety requirements of such equipment. Employees shall report the unsafe condition of any equipment immediately to their appropriate supervisor.

ARTICLE 13

DISCIPLINARY PROCEDURES.

Employee Representation: In all matters of discipline and discharge, except in the case of informal reprimand, the employee may be represented by the Union and shall be subject to the grievance procedures of Article 14.

Refer to Police Policy and Procedure Manual, which will be on file in the Personnel Office.

ARTICLE 14

GRIEVANCE PROCEDURES.

Grievance and Arbitration Procedures: Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Section 1. A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific and express provision of this Agreement by the City.

Section 2. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step: The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure shall be used.

Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, what section of the contract was violated, and what remedy the employee is seeking. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Two. If the grievance is not settled in Step 1 and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within five (5) working days after receipt of the immediate supervisor's written answer. The Department Head will give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the City Administrator within seven (7) working days of the receipt of the Department Head's written answer.

If requested by the grievant, the City Administrator will meet with the grievant who may, at his or her option, be accompanied by a Union representative, at a time mutually agreeable to the parties, and if a settlement is not reached, the City Administrator or his designee will provide a written answer to the grievant, with a copy to the Union, within ten (10) days following such a meeting.

An employee may choose to exercise his/her rights under the grievance procedure or the Civil Service Commission (Chapter 400 of the Code of Iowa, as amended), but not both.

Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration within ten (10) days after the receipt of his/her answer to Step Three. Said notice must be signed by both the grievant and the authorized representative of the Union. Within ten (10) days after receipt of the notice parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, a coin flip shall determine which party shall strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the hearing.

The reasonable expenses, fees, and costs of the Arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

Section 3. All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to.

Section 4. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

Section 5. If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

Section 6. An employee may be represented at any stage of the grievance procedure by a Union representative.

ARTICLE 15

INSURANCE.

Section 1. Active Members. The Employer in this contract shall pay 80% of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including Major Medical coverage and Dental coverage, Dental coverage to be on the employee only, and 80% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including Major Medical coverage and Dental coverage.

The Employer shall provide life insurance for all employees in the amount of their annual base salary rounded up to the nearest \$1,000 during their employment.

The Employer shall also provide insurance to the surviving spouse and family of an Employee; said coverage to be subject to the same terms and conditions as active members. All coverage shall cease if surviving spouse remarries or is covered by another insurance program. The City will provide insurance coverage for employee's unmarried dependent children until nineteen (19) years of age or the employee's unmarried dependent children over age nineteen (19) years of age if they are full time students at an educational institution (see insurance policy).

Section 2. The City will pay the premium required in Section 1 for the first one (1) month following an employee being laid off.

Section 3. Joint Insurance Committee – There shall be appointed an “Insurance Committee” consisting of two (2) persons appointed by the City who do not belong to any employee bargaining unit and two (2) persons from each of the certified bargaining units of the City. The persons so appointed shall serve at the pleasure of the persons appointing them and shall receive no remuneration other than repayment of actual expenses incurred as a result of serving on the committee. The committee’s sole purpose is to provide substitute language to be placed in collective bargaining agreements outlining and explaining and if necessary, clarifying the type of coverage agreed upon by the City and the various employee bargaining units to be provided for in the collective bargaining agreements between the City and said employee bargaining units. In addition, said committee may, if requested by both the City and a bargaining unit, investigate and advise the City and bargaining units regarding insurance questions posted to said committee by either or both City and bargaining units.

ARTICLE 16

JOB CLASSIFICATION AND SALARY SCHEDULES.

Section 1. Employees will be compensated pursuant to attached exhibit “A”.

Section 2. The salaries and wages of employees shall be paid bi-weekly on Thursday 12:00 o’clock noon of the appropriate week.

Section 3. An employee will be given copies of all documents placed in said employee’s personnel file within ten (10) days of the time any such document is placed therein, if requested.

Section 4. Each employee will be entitled to review his personnel file upon request to the Police Chief.

ARTICLE 17

HOURS OF WORK/DUTY.

Section 1. The Police Chief, at his discretion, may set the work period for employees to a fourteen (14) day period. This period will consist of ten (10) eight (8) hour days, or eight (8) ten (10) hour days. The regular work day (shift) will consist of eight (8) or ten (10) hours, normally worked consecutively, except for meals and similar authorized interruptions. All regular employees are subject to call twenty-four (24) hours a day, seven (7) days a week, up to thirty (30) minutes shall be allowed for lunch period. One twenty (20) minute break will be allowed during each eight (8) hour shift. All work in excess of eight (8) hours a day shall be paid at one and one-half (1 ½). Two (2) fifteen (15) minute breaks will be allowed during each ten (10) hour shift. All time worked in excess of ten (10) hours per day shall be paid at the rate of time and one-half (1 ½).

At all times, there shall be a ranking Supervisor on duty.

Section 2. Call Back Rate of Pay: Members recalled to duty because of an emergency shall be paid at a rate of time and one-half (1 ½) for the actual time worked, but not less than two (2) hours of pay at the rate of time and one-half (1 ½). If an employee is called in prior to the start of their shift, they will be paid time and one-half (1 ½) for actual time worked in conjunction with the start of their scheduled shift.

Section 3. In-Service Training: Mandatory In-Service Training outside the employee's regular shift will be paid at time and one-half (1 ½) in compensatory time for the first 40 hours. Mandatory In-Service Training in excess of said 40 hours annually outside the employees regular shift will be paid at time and one-half (1 ½) in cash or in compensatory time at the employees option.

Voluntary In-Service Training outside the employee's regular shift will be paid at straight time in compensatory time.

Section 4. Exchanging Hours: The Chief of Police or the officer in charge may grant the request of any two members of the Police Department to exchange hours or days off.

Section 5. Every six (6) months, officers shall be allowed to choose shifts by seniority and seniority shall be the determining factor provided an officer is not deemed incapable of working the shift for which he bids.

Section 6. Days Off: After the monthly work schedule is submitted to the Chief of Police, he shall have five (5) days to notify shift personnel of any changes in days off during said schedule. He shall make no changes with regards to days off once the schedule has been initiated.

Section 7. Work Schedule: The work schedule as established shall not be changed, except in times of emergency. The Chief of Police, at his discretion, may institute new types of scheduling after giving the Union thirty (30) days notice of such a change and allowing officers to bid shifts on the new schedule. The Chief of Police shall not initiate more than three (3) such schedule changes in a twelve (12) month period unless an emergency exists or the Union agrees to additional schedule changes.

ARTICLE 18

OVERTIME.

Section 1. The Police Chief, at his discretion, shall call the necessary number of people to report on duty on an overtime basis.

Section 2. There shall be no compensatory time allowed that would cause the duty roster to be less than deemed necessary by the Police Chief.

Section 3. Overtime and Extra Duty will be offered and posted for 72 hours (except in emergencies) and shall be awarded by seniority. If no bargaining unit employee puts in for the overtime or extra duty, it may be offered to Supervisory and Command personnel.

Section 4. Officers who are required to appear as witnesses in courts of law (civil or criminal) while not on duty will receive a minimum of two (2) hours of overtime pay or compensatory time, to be the officers choice. Any witness fees received by the officer shall be returned to the City.

ARTICLE 19

SENIORITY – LAY OFF – JOB ABOLISHMENT.

Section 1. All vacancies and promotions shall be made in compliance with Chapter 400 of the Code of Iowa, as amended.

Section 2. Whenever there shall be a reduction or diminution of members of the Police Department, such reduction shall be made only in the manner provided by Section 400.28 of the Code of Iowa, as amended.

ARTICLE 20

MISCELLANEOUS.

Section 1. Employer will reimburse the employee for actual cost of any license or permit with the exception of regular drivers license and/or chauffeurs license that the Employer requires of the employee. All members of the Ottumwa Police Department's are required to possess and maintain a valid Iowa Drivers License.

Section 2. The City will, at its expense, replace the personal equipment of an employee that was damaged while the employee was performing his/her on-the-job duties for the City, provided the damage occurred on the job and could not have been avoided by the employee to the satisfaction of the City. Damage must be reported to the officer-in-charge during the working shift or by eleven o'clock A.M., the next regular working day. All employees are required to exercise necessary caution to prevent the loss or damage to personal property.

Section 3. If the City requires an employee to attend any out-of-town school, meeting, or training session, the City shall pay for the employee's meals, lodging, and transportation costs in accordance with the City of Ottumwa Personnel Policy Manual and without any loss in wages by the employee.

Section 4. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.

Section 5. The City will furnish all new officers hired on the Ottumwa Police Department with complete uniforms and equipment as specified by the Police Department and shall provide replacement uniforms and equipment as may be needed to all active duty personnel.

Section 6. The City agrees not to give out the telephone numbers of any member of the Ottumwa Police Department to the public.

Section 7. The City will furnish a copy of the contract to all members of the Union.

Section 8. The City will reimburse patrol officers up to \$100.00 per year for approved footwear and optional approved Police equipment. Payment shall be made to the officer within thirty (30) days after submission to department.

Section 9. Employees will receive \$25.00 per month for each five (5) years of service.

Section 10. Representatives of the Union and the City, upon request of either party, shall meet bimonthly to discuss labor/management related issues. After full discussion of the issues within the Department, the parties may request the City Administrator to attend such meetings.

Section 11. Officers will receive an additional five (5) percent hourly pay (including longevity) for hours spent serving as a Field Training Officer.

ARTICLE 21

MANAGEMENT RIGHTS CLAUSE.

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing, methods, equipment or facilities as set out in Section 20.7 of the Code of Iowa, as amended, except as hereinabove expressly stated in this agreement.

ARTICLE 22

EMPLOYEES RIGHTS CLAUSE.

It is recognized that, except as hereinabove expressly stated in this Agreement, Employees shall retain whatever employee rights and authority as granted in Section 20.8 of said Code of Iowa, as amended.

ARTICLE 23

AMENDMENT.

This Agreement may be amended upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate Resolution of the Employer and ratification of the Union.

ARTICLE 24

SAVINGS CLAUSE.

Should any article, section or portion thereof this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section, or portion thereto directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid article, section or portion thereof.

CITY OF OTTUMWA

BY

VAN GATES, MAYOR

OTTUMWA POLICE UNION
TEAMSTER'S LOCAL #147

BY:

RIK WILLETT, RECORDING SECRETARY

BY:

BRAD JOHNSON, CHIEF STEWARD

Exhibit A
POLICE DEPARTMENT – WAGE SCHEDULE
Police Officer

Salary Schedule 2003/2004

9	8	7	6	5	4	3	2	1
14.59	15.34	15.74	16.16	16.58	16.74	17.18	17.64	18.10

Salary Schedule 2004/2005

8	7	6	5	4	3	2	1
15.95	16.37	16.80	17.24	17.41	17.86	18.34	18.82

Salary Schedule 2005/2006

7	6	5	4	3	2	1
17.02	17.47	17.93	18.10	18.57	19.07	19.57

Salary Schedule 2006/2007

6	5	4	3	2	1
18.16	18.64	18.82	19.31	19.83	20.35

All employees hired prior to July 1, 2003 shall advance to the next pay step on July 1st of each year during the life of this agreement. Employees hired after July 1, 2003 will remain in their respective step for twelve (12) months before advancing to the next step on the anniversary of their date of hire.

Raises and pay adjustments will be effective at the start of the pay period closest to the actual due date, which could be before, on, or after the actual date.

EXHIBIT A
POLICE DEPARTMENT – WAGE SCHEDULE
Communication Specialist

Salary Schedule

	Trainee	A	B	C	D	E	F
2003/2004	11.76	12.38	12.72	13.07	13.41	13.76	14.11
2004/2005	12.17	12.81	13.17	13.53	13.88	14.24	14.60
2005/2006	12.60	13.26	13.63	14.00	14.37	14.74	15.11
2006/2007	13.04	13.72	14.11	14.49	14.87	15.26	15.64

Employees in Step A through Step F will remain in their respective step for twelve (12) months before advancing to the next step. Employees hired prior to July 1, 2003 shall advance to the next pay step on July 1st of each year during the life of this agreement. Employees hired without IOWA/NCIC certification shall start in the Trainee step and will move to Step A upon receiving certifications. Employees hired with IOWA/NCIC certification will begin in Step A.

Raises and pay adjustments will be effective at the start of the pay period closest to the actual date, which could be before, on, or after the actual date.

LETTER OF AGREEMENT

February 18, 2003

The purpose of this agreement between the Ottumwa Police Union, Teamsters Local 147 and the Ottumwa Police Department is to clarify the language and outline how Article 18, Section 3 of the collective bargaining agreement will be interpreted and administered during the duration of the contract from July 1, 2003 until June 30, 2007.

Article 18, Section 3 reads as follows:

Section 3. Overtime and Extra Duty will be offered and posted for 72 hours (except in emergencies) and shall be awarded by seniority. If no bargaining unit employee puts in for the overtime or extra duty, it may be offered to Supervisory and Command personnel.

Overtime

It is understood and both the Union and the City agree that Section 3 refers to patrol shift overtime that is known about in advance. It is agreed that the Police Department will post overtime at least 72 hours in advance. Seniority shall be the determining factor on which officer shall be awarded the work. After the posting has been up for the 72-hour period, officers may sign up on a "first come-first serve" basis. After the 72 hours, officers with less seniority shall not be bumped by more senior personnel. In the event that no employee volunteers for such work or the necessity for extra personnel is discovered by the department within 24 hours of the work period, or the overtime is necessitated by an emergency as determined by the Chief of Police or designee, posting will not be required. During such circumstances Supervisors shall find any available officer(s), regardless of seniority, and order them to work.

Employees in special assignments or possessing specialized skills, including, but not limited to, School Resource Officers, Housing Authority Officer, DARE instructors, Drug Task Force Officers, Department Investigators, Evidence Officer, Community Service Officer, Communications Specialists, etc. shall fill the overtime needs for their specific assignment unless approved by their immediate supervisor. The Department shall not be obligated to post such overtime or award it by seniority as stated in Section 3. Personnel in special assignments may sign up for and work patrol shift overtime provided such work does not interfere with their normal assignment and duties.

Extra Duty

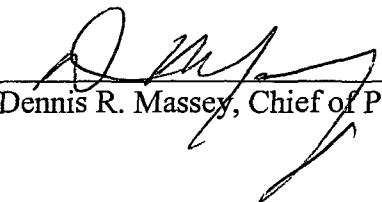
Extra duty assignments are normally considered "volunteer" in nature. Available jobs will be posted for at least 72 hours prior to the work. Seniority shall be the determining factor on which officers shall be awarded the work. After the posting has been up for the 72-hour period, officers may sign up on a "first come-first serve" basis. After the 72 hours, Officers with less seniority shall not be bumped by more senior personnel. In the

event that no employee volunteers for such work and the Chief of Police or designee determines that having police personnel present at a specific function is in the best interests of the City, the Ottumwa Police Department, or the citizens of Ottumwa, then officers may be ordered to work such assignments.

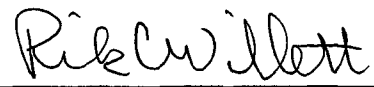
Other deviations may occur when the entity requesting and paying for the extra duty officers requests specific individual officers or officers in specific assignments or officers possessing special skills. For example, the High School always desires that the School Resource Officer work extra duty assignments at school dances and sporting events. If the Ottumwa Housing Authority were to hold a special event, they would desire the Housing Authority Officer to work the assignment. The assignment of such an officer when requested by a contracting agency shall not violate Article 18, Section 3.

OTTUMWA POLICE DEPARTMENT


OTTUMWA POLICE ASSOCIATION
TEAMSTER'S LOCAL #147



Dennis R. Massey, Chief of Police



Rik Willett, Union Representative



Brad Johnson, Union Steward